

GSA REQUEST
FOR LEASE
PROPOSAL
NO. **XXXXXX**
CITY/STATE

USE THIS MODEL IF AGENCY ONLY
REQUIRES CARPET, PAINT OR OTHER
MINIMAL ALTERATIONS. IF ALTERATIONS
REQUIRED, ATTACH SCOPE OF WORK.

Offers due by
mm/dd/20yy

In order to be considered for award, offers conforming to the requirements of the RLP shall be received no later than [time] [time zone] on the date above. See "Receipt Of Lease Proposals" herein for additional information.

This Request for Lease Proposals ("RLP") sets forth instructions and requirements for proposals for a Lease described in the RLP documents. Proposals conforming to the RLP requirements will be evaluated in accordance with the Method of Award set forth herein. The Government will award the Lease, subject to the conditions herein.

The information collection requirements contained in this Solicitation/Contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163

**Succeeding/Superseding RLP
GSA FORM R102 (6/12)**

INSTRUCTIONS FOR CREATING LEASE AND REQUEST FOR LEASE PROPOSALS (RLP) DOCUMENTS

ALL INSTRUCTIONS FOR CREATING THESE DOCUMENTS ARE TYPED IN BLUE "HIDDEN" TEXT. YOU SHOULD WORK WITH THE HIDDEN TEXT SHOWING (TURNED ON), EXCEPT WHEN THE FINISHED LEASE IS BEING PRINTED.

THIS TEMPLATE WAS UPDATED AS OF THE DATE SHOWN IN THE HEADER. THE DATE WILL NOT PRINT IF YOU TURN OFF THE HIDDEN TEXT PER THE INSTRUCTIONS BELOW. THE MOST UP-TO-DATE LEASE REFORM TEMPLATES ARE LOCATED ON THE NATIONAL OFFICE OF LEASING GOOGLE SITE.

TO REVEAL HIDDEN TEXT IN THE DOCUMENT—

1. **CLICK** ON THE MSWORD LOGO AT THE TOP OF THE COMPUTER SCREEN (FAR LEFT).
2. **CLICK** ON "WORD OPTIONS" AT THE BOTTOM OF THE SCREEN.
3. **CLICK** ON "DISPLAY" IN THE LEFT-HAND COLUMN OF THE SCREEN.
4. IN THE RIGHT-HAND COLUMN, UNDER "ALWAYS SHOW THESE FORMATTING MARKS ON THE SCREEN,"—IF THERE IS NO CHECKMARK IN THE "HIDDEN TEXT" BOX—**CLICK** ON THE "HIDDEN TEXT" BOX. **NOTE:** A CHECKMARK WILL APPEAR IN THE BOX.
5. **CLICK** ON "OK." TO CLOSE OUT THE WORD OPTIONS SCREEN.

TO TURN OFF HIDDEN TEXT: FOLLOW INSTRUCTIONS (A) THRU (D), ABOVE. WHEN YOU **CLICK** ON THE "HIDDEN TEXT" BOX, THE CHECKMARK WILL DISAPPEAR AND THE HIDDEN TEXT WILL NOT SHOW ON SCREEN OR IN PRINTED VERSIONS OF THE LEASE.

ALL PARAGRAPHS ARE STANDARDIZED AND MANDATORY UNLESS OTHERWISE NOTED IN THE HEADING

TO INPUT DATA: IF A PARAGRAPH HAS BOLD RED **XXs**, A DOLLAR SIGN (\$) FOLLOWED BY UNDERSCORING, OR EMPTY UNDERSCORING (____), **INPUT** THE REQUIRED INFORMATION AND CHANGE FONT TO BLACK TEXT PRIOR TO ISSUANCE.

TO DELETE AND MODIFY PARAGRAPHS—

ALL PARAGRAPHS ARE STANDARDIZED AND MANDATORY UNLESS OTHERWISE NOTED IN THE HEADING "**ACTION REQUIRED.**" IF IT IS DETERMINED TO **DELETE** A PARAGRAPH, TAKE THE FOLLOWING STEPS:

TO DELETE A PARAGRAPH—

1. USING YOUR CURSOR, CAREFULLY **SELECT** THE PARAGRAPH TEXT. (**NOTE:** DO NOT SELECT THE PARAGRAPH NUMBER.)

2. **CLICK ON** THE DELETE KEY TO DELETE THE TEXT

3. YOU HAVE A CHOICE REGARDING THE TITLE. YOU MAY EITHER STRIKE THROUGH THE TITLE AND ADD THE WORDS "INTENTIONALLY DELETED" AFTER THE STRICKEN TITLE, OR YOU MAY DELETE THE TITLE AND REPLACE IT WITH "INTENTIONALLY DELETED." IN EITHER CASE, LEAVE THE PARAGRAPH NUMBER INTACT SO THE PARAGRAPH NUMBERING WILL REMAIN THE SAME FOR THE PARAGRAPHS THAT FOLLOW.

4. TO STRIKE THROUGH THE TITLE, USING YOUR CURSOR, CAREFULLY **SELECT** THE PARAGRAPH TITLE. (**NOTE:** DO NOT SELECT THE PARAGRAPH NUMBER.) CLICK ON THE "STRIKETHROUGH" KEY (~~abc~~). THEN PLACE THE CURSOR TO THE RIGHT OF THE STRUCK-OUT PARAGRAPH TITLE AND **TYPE** "INTENTIONALLY DELETED." **NOTE:** THE TEXT WILL BE DELETED AND THE PARAGRAPH NUMBER AND STRUCK-OUT TITLE WILL REMAIN.

EXAMPLE: 2.05 ~~OPERATING COST ADJUSTMENT~~ INTENTIONALLY DELETED

5. ALTERNATELY, YOU MAY DELETE THE TITLE ALTOGETHER. USING YOUR CURSOR, CAREFULLY **SELECT** THE PARAGRAPH TITLE. OVERTYPE THE WORDS "INTENTIONALLY DELETED"

EXAMPLE:: 2.05 INTENTIONALLY DELETED

TO DELETE A SUB-PARAGRAPH—

1. USING YOUR CURSOR, CAREFULLY **SELECT** THE SUB-PARAGRAPH TEXT. (**NOTE:** DO NOT SELECT THE SUB-PARAGRAPH NUMBER, LETTER, OR TITLE, IF ANY.) **DELETE** THE TEXT BY CLICKING ON THE "DELETE" KEY.

2. PLACE THE CURSOR WHERE THE TEXT WAS AND TYPE "**THIS SUB-PARAGRAPH WAS INTENTIONALLY DELETED**".

TO MODIFY ALL OR PART OF A PARAGRAPH—

1. **GO TO** THE LAST SECTION OF THIS LEASE TITLED "ADDITIONAL TERMS AND CONDITIONS"

2. **CREATE** A LIST OF "MODIFIED PARAGRAPHS" WITH THE HEADING: "THE FOLLOWING PARAGRAPHS HAVE BEEN MODIFIED IN THIS LEASE:"

3. **SELECT AND COPY** THE MODIFIED PARAGRAPH TITLE AND PARAGRAPH NUMBER).
4. **GO TO THE END OF THE LAST PARAGRAPH AND CLICK ON YOUR MOUSE TO PLACE THE CURSOR BELOW THE LAST ENTRY).**
5. **PASTE** THE TITLE YOU JUST COPIED.
6. **MAKE YOUR CHANGES, ADDITIONS, DELETIONS, ETC., TO THE PARAGRAPH IN ITS ORIGINAL LOCATION IN THE DOCUMENT.**
7. **SAVE YOUR CHANGES.**

TO UPDATE THE “TABLE OF CONTENTS” AND “PAGE REFERENCES” WHEN YOU ARE FINISHED REVISING A DOCUMENT:

1. **GO TO AND CLICK** IN THE TABLE OF CONTENTS.
2. **RIGHT CLICK** TO VIEW DROP-DOWN WINDOW.
3. FROM THE DROP-DOWN MENU, **CLICK ON “UPDATE FIELD.”**
4. **CLICK ON “UPDATE ENTIRE TABLE.” NOTE: TABLE WILL UPDATE ANY HEADINGS THAT WERE CHANGED DURING THE REVIEW. NOTE: YOU SHOULD VERIFY ONE OR TWO CHANGES TO CONFIRM THE TOC WAS UPDATED PROPERLY**

*THE ABOVE PRACTICES WILL INCREASE STANDARDIZATION AND FAMILIARITY OF THE DOCUMENT FOR THE PRACTITIONER BY ALLOWING CONSISTENT NUMBERING THROUGHOUT THE DOCUMENT.

TO ADD SECURITY REQUIREMENTS

- ATTACH THE APPROPRIATE DOCUMENT TITLED “ADDITIONAL SECURITY REQUIREMENTS” AFTER CONSULTING WITH THE AGENCY TO DETERMINE THEIR SPECIFIC REQUIREMENTS USING THE APPROPRIATE ISC SECURITY LEVEL (I, II, III, OR IV).

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TYPE IN RLP NO. AND DATE AND EDIT FOOTERS TO INCLUDE RLP NUMBER

REQUEST FOR LEASE PROPOSALS NO. **XXXXX**

[DATE]
SUCCEEDING/SUPERSEDING RLP GSA FORM R102 (June 2012)

SECTION 1 STATEMENT OF REQUIREMENTS

1.01 GENERAL INFORMATION (SUCCEEDING) (JUN 2012)

A. This Request for Lease Proposals (RLP) sets forth instructions and requirements for proposals for a Succeeding or Superseding Lease where the Government is currently in occupancy and possession of the leased Premises. Unless otherwise noted, the Government will accept the leased Premises in their current condition, with the exceptions outlined in the RLP documents. The Government will evaluate the proposal conforming to the RLP requirements in accordance with the Method of Award set forth below. The Government will award the Lease subject to the conditions below.

B. Included in the RLP documents is a lease form (GSA Form L202) setting forth the Lease term and other terms and conditions of the Lease contemplated by this RLP and a Proposal to Lease Space (GSA Form 1364-S) on which Offeror shall submit its offered rent and other price data, together with required information and submissions. The Lease paragraph titled "Definitions and General Terms" shall apply to the terms of this RLP.

C. Do not attempt to complete the lease form (GSA Form L202). Upon selection for award, GSA will transcribe the final offered rent and other price data included on the GSA Form 1364-S into the lease form, and transmit the completed Lease, including any appropriate attachments, to the Offeror for execution. Neither the RLP nor any other part of the Offeror's proposal shall be part of the Lease except to the extent expressly incorporated therein. The Offeror should review the completed Lease for accuracy and consistency with his or her proposal, sign the first page, initial each subsequent page of the Lease, and return it to the Lease Contracting Officer (LCO).

D. The Offeror's executed Lease shall constitute a firm offer. No Lease shall be formed until the LCO executes the Lease and delivers a signed copy to the Offeror.

1.02 AMOUNT AND TYPE OF SPACE, LEASE TERM AND OCCUPANCY DATE (SUCCEEDING) (JUN 2012) LEASING SPECIALIST TO INPUT THE REQUIRED ABOA SF AND PARKING SPACES.

A. The Government is seeking **XX,XXX** of American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area (ABOA) square feet (SF) of Space within the existing location. See Section 2 of the Lease for applicable ANSI/BOMA standards

B. The Government requires **XX** reserved and marked parking spaces and **XX** general parking spaces. These spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease. Offeror shall include the cost of this parking as part of the rental consideration.

C. As part of the rental consideration, the Government may require use of part of the Building roof for the installation of antenna(s). If antenna space is required, specifications regarding the type of antenna(s) and mounting requirements are included in the agency requirements information provided with this RLP.

MANDATORY SUB-PARAGRAPH WHEN VENDING FACILITIES WILL BE PROVIDED UNDER THE RANDOLPH-SHEPPARD ACT.

THIS SUB-PARAGRAPH IS REQUIRED IN THE RLP WHENEVER THE REQUIREMENT 1) INVOLVES 100 OR MORE OCCUPANTS; OR, 2) AT LEAST 15,000 RSF OF SPACE. A MINIMUM OF 250 ABOA SF MUST BE OFFERED TO THE BLIND. CONTACT THE REGIONAL CONCESSIONS GROUP FOR AMOUNT OF SPACE TO BE ENTERED. EXCEPTION INFORMATION CAN BE FOUND AT 20 USC § 107A(D) [34 CFR 395.31(F)]

D. Approximately **XXX** ABOA SF will be used for the operation of a vending facility under the provisions of the Randolph-Sheppard Act (20 USC 107 et. seq.). The Government will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. Offeror shall provide necessary utilities and make related alterations. The cost of the improvements is part of Tenant Improvement (TI) costs. The Government will not compete with other facilities having exclusive rights in the Building. The Offeror shall advise the Government if such rights exist.

ENTER THE TERM, FIRM TERM, AND TERMINATION NOTICE PERIOD. THESE TERMS AND THE TERMS STATED IN THE INTRODUCTORY SECTION OF THE LEASE MUST BE CONSISTENT.

E. **X** Years, **X** Years firm, , with Government termination rights, in whole or in part, effective at any time after the Firm Term of the Lease by providing not less than **XX** days' prior written notice.

THE LEASE COMMENCEMENT DATE SHOULD BE THE NEXT DAY AFTER THE CURRENT LEASE EXPIRES

F. The Lease Term Commencement Date will be **XX-XX-XXXX**, or upon acceptance of the Space, whichever is later.

ACTION REQUIRED: THE LIST OF ATTACHMENTS IS NOT COMPREHENSIVE. ADJUST THE LIST AS APPROPRIATE FOR THE SPECIFIC TRANSACTION. FOR NBC PROJECTS, E-LEASE CONTAINS A TEMPLATE FOR THE BROKER COMMISSION AGREEMENT. THIS TEMPLATE MUST BE INCLUDED AS AN RLP ATTACHMENT, AND BE INCLUDED WITH THE DOCUMENTS THAT COMPRISE AN OFFEROR'S INITIAL OFFER. **NOTE:** EXHIBITS SHOULD BE LABELED WITH SEQUENTIAL LETTERS.

FILL IN APPROPRIATE SECURITY LEVEL.

THE LCO MAY DECIDE IT IS MORE SUITABLE TO INCORPORATE SOME EXTENSIVE OR SENSITIVE DOCUMENTS BY REFERENCE, FOR EXAMPLE, THE COURTS DESIGN GUIDE

1.03 LIST OF RLP DOCUMENTS (SUCCEEDING) (JUN 2012)

The following documents are attached to and included as part of this RLP package:

DOCUMENT NAME	No. OF PAGES	EXHIBIT
Lease No. GS-XXX-XXXXX (GSA Form L202)		
Security Requirements for Level XX		
GSA Form 3516 Solicitation Provisions		
GSA Form 3517B, General Clauses		
GSA Form 1364-S Proposal to Lease Space		
GSA Form 1217 Lessor's Annual Cost Statement		
GSA Form 3518 Representations and Certifications		
GSA Form 12000 for Pre-Lease Fire Protection and Life Safety Evaluation for an Office Building (Part A or Part B) (See Section 3 for applicable requirements)		
Pre-Lease Building Security Plan		
Building Security Unit Price List		

1.04 AMENDMENTS TO THE RLP (JUN 2012)

This RLP may be amended by notice from the LCO. Amendments may modify the terms of this RLP, or the terms, conditions, and requirements of the Lease contemplated by the RLP.

1.05 LEASE DESCRIPTION (SUCCEEDING) (JUN 2012)

Offeror shall examine the Lease form included in the RLP documents to understand the Government's and the Lessor's respective rights and responsibilities under the contemplated Lease.

The Lease contemplated by this RLP includes:

- A. The term of the Lease, and renewal option, if any.
- B. Terms and Conditions of the Lease, including Definitions, Standards, and Formulas applicable to the Lease and this RLP.
- C. Building Shell standards and requirements.
- D. Information concerning the tenant agency's buildout requirements, to be supplemented after award.
- E. A description of all services to be provided by the Lessor.

Should the Offeror be awarded the Lease, the terms of the Lease will be binding upon the Lessor without regard to any statements contained in this RLP.

The Lease contemplated by this RLP is a fully serviced turnkey Lease with a rent that covers all Lessor costs, including all shell upgrades, TIs, operating costs, real estate taxes and security upgrades. Rent will be based upon a proposed rental rate per Rentable Square Foot (RSF), limited by the offered rate and the ABOA SF solicited under this RLP. The Tenant Improvements (TI) to be delivered by the Lessor will be based upon information provided with this RLP and Lease. The Lessor shall build the TIs and will be compensated for the TI costs based upon turnkey pricing established under the Lease. The Lease also provides that the Government may modify the Tenant Improvement requirements, subject to the Lessor's right to receive compensation for such changes. Upon completion and acceptance of the Leased Space, the Lease term shall commence. During the term of the Lease, rent will be adjusted for changes to the Lessor's operating costs and real estate taxes, pursuant to paragraphs set forth in Section 2 of the Lease.

The Offeror is advised that doing business with the Government carries special responsibilities with respect to sustainability, fire protection and life safety, and security, as well as other requirements not typically found in private commercial leases. These are set forth both in the Lease form and in the GSA Form 3517B, which will be part of the Lease.

1.06 RELATIONSHIP OF RLP BUILDING MINIMUM REQUIREMENTS AND LEASE OBLIGATIONS (JUN 2012)

The Lease establishes various requirements relating to the Building shell. Such requirements are not deemed TIs. Certain of these Building requirements are established as minimum requirements in this RLP. If the Lessor's Building does not meet the requirements at the time of award, the Lessor may still be awarded the Lease. However, as a condition of award, the Government will require Lessor to identify those Building improvements that will bring the Building into compliance with RLP requirements. Upon award of the Lease, completion of those Building improvements will become Lease obligations.

1.07 AUTHORIZED REPRESENTATIVES (JUN 2012)

With respect to all matters relating to this RLP, only the Government's LCO designated below shall have the authority to amend the RLP and award a Lease. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

Lease LCO:

[Name]
 [Mailing Address]
 [Office Phone]
 [Cell Phone]
 [Fax]
 [Email Address]

As to all other matters, Offerors may contact the Alternate Government Contact designated below.

Alternate Government Contact:

[Name]
 [Mailing Address]
 [Office Phone]
 [Cell Phone]
 [Fax]
 [Email Address]

ACTION REQUIRED: INCLUDE THIS PARAGRAPH ONLY IF THE BROKER CONTRACT WAS USED. OTHERWISE DELETE.

1.08 BROKER COMMISSION AND COMMISSION CREDIT (SUCCEEDING) (JUN 2012)

A. For the purposes of this RLP, [TYPE IN NBC2 BROKER NAME OF BROKER] (the Broker) is the authorized contractor real estate broker representing GSA. Offerors are advised that there is a potential for a dual agency situation to arise under this procurement, whereby the Broker may represent both GSA and another Offeror under this Lease action. By submitting an offer, the Offeror acknowledges the potential for a dual agency situation. Should there be an actual dual agency, the Broker will notify all Offerors of the actual dual agency and request written acknowledgement statements from all Offerors. The Government expects the Lessor to pay a commission to the Broker. By submitting an offer, the Offeror agrees that if the Offeror is paying a commission or fee in connection with this Lease to a listing agent, an offering agent, or broker, property manager, developer, or any other agent or representative, then the Offeror will pay a commission to the Broker to which the Broker would ordinarily be entitled consistent with local business practices, as evidenced through a brokerage agreement between the Offeror and the Broker. The commission will be negotiated between the Offeror and the Broker and will be based on a Lease term not to exceed the Firm Term of the Lease contemplated by this RLP. Commissions will not be negotiated or collected on option periods or for Lease terms beyond the Firm Term of the Lease. As part of the offer, the Offeror shall disclose all commissions and/or fees to be paid by the Offeror including both the Offeror's agent(s), broker(s), property manager, developer or any other agent or representative and the Broker in block 9 of GSA form 1364-S. An executed commission agreement reflecting this agreement shall be submitted with the initial offer.

B. For the benefit of the Government, the Broker has agreed to forego a percentage of any commission that it is entitled to receive in connection with the contemplated Lease. This amount shall be specifically set forth at time of Lease award. The resulting total dollar value of the foregone commission (the Commission Credit) shall be applied in equal monthly amounts against rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured. The parties agree to execute a Lease Amendment setting forth the full nature, extent, terms, and conditions of commissions paid to the Broker and the Commission Credit to be applied against the Government's rental payment obligations under the Lease. Commissions and/or credits shall be treated as confidential financial information and will refrain from public disclosure or using the information for any other purpose than that for which it was furnished without consent of the GSA LCO.

C. For purposes of price evaluation, the Commission Credit shall be treated as a deduction from the rent in accordance with the Method of Award. The amount of any commission paid to the Broker shall not be considered separately as part of this price evaluation since the value of the commission is included in the rental consideration.

SECTION 2 ELIGIBILITY AND PREFERENCES FOR AWARD

ACTION REQUIRED: ALL REGIONS OTHER THAN REGIONS 8, 9, AND 10, USE THE FIRST SEISMIC SAFETY PARAGRAPH. AND DELETE THE SECOND PARAGRAPH. MANDATORY FOR ALL LEASES UNLESS BOTH OF THE FOLLOWING CONDITIONS ARE MET: LEASE IS LESS THAN 10,000 RSF, AND GOVERNMENT WILL OCCUPY LESS THAN 50% OF BUILDING.

2.01 SEISMIC SAFETY (REGIONS OTHER THAN 8, 9, AND 10) (AUG 2011)

A. All offers received in response to this RLP will be evaluated to determine whether the offers fully meet National Institute of Standards and Technology (NIST) NISTIR 5382, Interagency Committee on Seismic Safety in Construction (ICSSC) RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, as modified below. If any offers are received that fully meet seismic safety requirements, other offers that do not fully meet these requirements will not be considered. If no offers are received that fully meet seismic safety requirements, only offers that substantially meet seismic safety requirements will be considered. If no offers are received that fully or substantially meet seismic safety requirements, the Government may elect to make no Lease award.

B. "Fully meet" as used herein with regard to the seismic safety requirements means that the Offeror has provided a written certification (example available from the LCO) with the initial offer, from a licensed structural engineer certifying that both the Building design and construction are in full compliance with the life-safety performance level of NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, AS MODIFIED HEREIN:

1. FEMA-178, NEHRP Handbook for the Seismic Evaluation of Existing Buildings, will be replaced with FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard.
2. Section 1.3.1, Post-Benchmark Buildings (Table 1: Advisory Benchmark Years) will be replaced with the table below.

FEMA 178 ¹	Building Type	BOCA	SBCC	UBC	ANSI	NEHRP
1, 2	Wood Frame, Wood Shear Panels	**	**	1949	**	**
3	Steel Moment Resisting Frame (MRF)	1987	1991	1976	1982	1985
4	Steel Braced Frame	1990	1991	1988	*	1991
5	Light Metal Frame	*	*	*	*	*
6	Steel Frame w/Concrete Shear Walls	1987	1991	1976	1982	1985
8	Reinforced Concrete Moment Resisting Frame	1987	1991	1976	1982	1985
9	Reinforced Concrete Shear Walls w/o MRF	1987	1991	1976	1982	1985
10,7	Steel or Concrete Frame w/URM Infill	*	*	*	*	*
11	Tilt-up Concrete	1987	1991	1973	1982	1985
12	Precast Concrete Frame	*	*	*	*	*
13, 14	Reinforced Masonry	1987	1991	1976	1982	1985
15	Unreinforced Masonry (URM)	*	*	*	*	*

* Indicates no benchmark year (no comprehensive seismic requirements for these Buildings exist).
 ** Local provisions for wood construction need to be compared to 1949 UBC to determine benchmark year.

BOCA—Building Officials and Code Administrators, National Building Code.
 SBCC—Southern Building Code Congress International, Standard Building Code.
 UBC—International Conference of Building Officials, Uniform Building Code.
 ANSI—American National Standards Institute, A58.1, Minimum Design Loads for Buildings and Other Structures.
 NEHRP—Recommended Provisions for the Development of Seismic Regulations for New Buildings and Other Structures, Federal Emergency Management Agency

3. Section 1.3.2, Leased Buildings, shall be revised as follows:
 - a. **Buildings leased by the Federal Government are exempt from these standards if both of the following apply:**
 - i. **The leased Space is 10,000 rentable square feet or less AND**
 - ii. **The Federal Government eases less than 50 percent (%) of the total Building square footage.**

¹ The 15 common building types as they are defined in FEMA-178.

4. FEMA-310, Handbook for the Seismic Evaluation of Buildings: A Prestandard, can be obtained at www.degenkolb.com/0_0_Misc/0_1_FEMADocuments/fema310/prestnd.html.

5. NISTIR 5382, ICSSC RP 4, Standards of Seismic Safety for Existing Federally Owned or Leased Buildings, can be obtained from the Building and Fire Research Laboratory, National Institute of Standards and Technology, Gaithersburg, MD 20899, or at <http://fire.nist.gov/bfrlpubs/build94/PDF/b94037.pdf>

C. "Substantially meets" as used herein with regard to the seismic safety requirements will be determined by the Government based upon the Offeror's evaluation by a licensed structural engineer that specifically describes all exceptions to full compliance with the Model Building Seismic Design Provisions as shown in the Benchmark Buildings table above. The Offeror shall evaluate the Building by using FEMA-310 and shall identify all deficiencies. Documentation of this evaluation shall be made available to the Government.

ACTION REQUIRED: REGIONS 8, 9, AND 10 USE THIS PARAGRAPH AND DELETE THE PRECEDING PARAGRAPH INTENDED FOR OTHER REGIONS.

2.02 SEISMIC SAFETY (REGIONS 8, 9, AND 10) (APR 2011)

A. Definitions. For the purpose of this paragraph:

1. "Engineer" means a professional civil or structural engineer licensed in the state where the property is located.
2. "ASCE/SEI 31" means, American Society of Civil Engineers Standard "Seismic Evaluation of Existing Buildings." ASCE/SEI 31 can be purchased from ASCE at (800) 548-2723, or at <http://www.pubs.asce.org>.
3. "RP 6" means, "Standards of Seismic Safety for Existing Federally Owned and Leased Buildings and Commentary," issued by the Interagency Committee on Seismic Safety in Construction as ICSSC RP 6 and the National Institute of Standards and Technology as NISTIR 6762. RP 6 can be obtained at <http://fire.nist.gov/bfrlpubs/build02/PDF/b02006.pdf>.
4. "Seismic Standards" mean the Life Safety Performance Level of RP 6, unless otherwise specified.
5. "Seismic Certificate" means a certificate executed by an Engineer on the Certificate of Seismic Compliance form included with this RLP, together with any required attachments.
6. "Tier 1 Evaluation" means an evaluation by an Engineer in accordance with Chapters 2.0 and 3.0 of ASCE/SEI 31. A Tier 1 Evaluation must include the appropriate Structural, Nonstructural and Geologic Site Hazards and Foundation Checklists.
7. "Tier 2 Evaluation" means an evaluation by an Engineer in accordance with Chapter 4.0 of ASCE/SEI 31.
8. "Tier 3 Evaluation" means an evaluation by an Engineer in accordance with Chapter 5.0 of ASCE/SEI 31.

B. In order to meet the Seismic Standards, an offer must include either a Seismic Certificate establishing that the offered Building complies with the Seismic Standards or a commitment to renovate the Building to comply with the Seismic Standards prior to delivery of the Space. Buildings can meet the seismic standards in the following ways:

1. Be a Benchmark Building per RP 6 standards (see sub-paragraph a., below).
2. Provide a certificate per a Tier 1 evaluation (see sub-paragraph b. below).
3. Provide a certificate per a Tier 2 or Tier 3 evaluation (see sub-paragraph c., below).
4. Provide plans as to how the Offeror proposes to renovate the Building to meet the requirements of RP 6 (see sub-paragraph d, below).
 - a. A Benchmark Building is one that was designed and built in accordance with adequate seismic provisions, which are considered to provide acceptable life-safety protection. The determination of benchmark years is complex and varies with Building location, age, structural system, and governing building code. A table of benchmark years is provided in Table 1-1. Note that, if the seismicity of a region has changed since the benchmark dates listed in Table 1-1, a Building must have been designed and constructed or evaluated in accordance with the current seismicity of the region to be compliant with the Standards. Only Buildings designed and constructed in accordance with the documents listed in Table 1-1 and being evaluated to the Life-Safety Performance Level may be considered Benchmark Buildings.

[USE THIS ALTERNATE TABLE FOR REGIONS 8, 9, AND 10.]

BENCHMARK BUILDINGS (Table 3-1 of FEMA-310)				
BUILDING TYPE^{2,3}	Model Building Seismic Design Provisions			
	BOCA^{IS}	SBCCI^{IS}	UBC^{IS}	NEHRP^{IS}
Wood Frame, Wood Shear Panels (Type W1 and W2) ³	1992	1993	1976	1985

² One of the Common Building Types defined in FEMA-310, Table 2-2 (pgs. 2-6 through 2-10).

Wood Frame, Wood Shear Panels (Type W1A)	1992	1993	1976	1985
Steel Moment-Resisting Frame (Type S1 and S1A)	**	**	1994 ⁴	**
Steel Braced Frame (Type S2 and S2A)	1992	1993	1988	1991
Light Steel Frame (Type S3)	*	*	*	*
Steel Frame w/Concrete Shear Walls (Type S4)	1992	1993	1976	1985
Reinforced Concrete Moment-Resisting Frame (Type C1) ⁵	1992	1993	1976	1985
Reinforced Concrete Shear Walls (Type C2 and C2A)	1992	1993	1976	1985
Steel Frame with URM Infill (Type S5 and S5A)	*	*	*	*
Concrete Frame with URM Infill (Type C3 and C3A)	*	*	*	*
Tilt-up Concrete (Type PC1 and PC1A)	*	*	1997	*
Precast Concrete (Type PC2 and PC2A)	*	*	*	*
Reinforced Masonry (Type RM1)	*	*	1997	*
Reinforced Masonry (Type RM2)	1992	1993	1976	1985
Unreinforced Masonry (Type URM) ⁶	*	*	1991 ⁷	*
Unreinforced Masonry (Type URMA) ⁸	*	*	*	*

* No benchmark year building will be evaluated using FEMA-310.

** Local provisions will be compared with the UBC.

^{1s} Only buildings designed and constructed or evaluated in accordance with these documents and being evaluated to the Life-Safety Performance Level may be considered Benchmark Buildings.

BOCA—Building Officials and Code Administrators, National Building Code.

SBCCI—Southern Building Code Congress International, Standard Building Code.

UBC—International Conference of Building Officials, Uniform Building Code.

NEHRP—Recommended Provisions for the Development of Seismic Regulations for New Buildings and Other Structures, Federal Emergency Management Agency

b. The Offeror shall provide, with its initial offer, a Seismic Certificate. This certificate must be based upon a Tier 1 Evaluation and include the checklists from the Tier 1 Evaluation.

c. If the Tier 1 Evaluation does not demonstrate compliance with the Seismic Standards, the Offeror may obtain a Tier 2 or Tier 3 Evaluation in order to demonstrate compliance with the Seismic Standards. If the Offeror submits a Seismic Certificate based on a Tier 2 or Tier 3 Evaluation, the data, working papers, and reports from such evaluation must be made available to the Government. The LCO may, at his/her discretion, allow an Offeror to submit a Seismic Certificate after the deadline for best and final offers. However, the LCO is not obligated to delay award in order to enable an Offeror to submit a Seismic Certificate.

d. If the Offeror proposes to renovate the Building in order to meet the Seismic Standards, the Offeror must provide the construction schedule with the offer. All design and construction documents for the renovation, including structural calculations, drawings, specifications, geotechnical report(s), etc., shall be made available to the Government prior to construction. If the offer includes a commitment to renovate the Building to meet the Seismic Standards, the Lessor must deliver a Seismic Certificate establishing that the Building conforms to the Seismic Standards prior to delivery of the Space to the Government; the Space shall not be considered substantially complete until an acceptable Seismic Certificate has been delivered to the LCO.

C. Seismic Requirements. The Government intends to award a Lease to an Offeror of a Building that meets the Seismic Standards. If an offer meets the Seismic Standards and the other requirements of this RLP, then other offers that do not meet the Seismic Standards will not be considered. If none of the offers received meet the Seismic Standards, the LCO will make the award to the Offeror whose Building meets the other requirements of this RLP and provides the best value to the Government, taking into account price, seismic safety, and any other award factors specified in this solicitation.

³ Buildings on hillside sites will not be considered Benchmark Buildings.

⁴ Steel Moment-Resisting Frame Connections shall comply with the 1994 BBC Emergency Provisions, the 1997 BBC, the 1997 DISC Seismic Provisions, the 2000 IBC or FEMA 350, or the analytical evaluation provisions of FEMA 351.

⁵ Flat Slab Buildings will not be considered Benchmark Buildings.

⁶ Buildings with thin-walled steel tubes in braced frames shall not be considered Benchmark Buildings.

⁷ URM buildings evaluated using the ABK Methodology (ABK, 1984) may be considered Benchmark Buildings.

⁸ Refers to the BCBC.

2.03 ASBESTOS (JUN 2012)

A. Government requests space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels), which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common Building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging), which is not damaged or subject to damage by routine operations.

B. ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in sub-paragraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the successful Offeror will be required to successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance prior to occupancy.

D. Management Plan. If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to Lease award. This plan shall conform to EPA guidance.

2.04 ACCESSIBILITY (JUN 2012)

The Lease contemplated by this RLP contains Building requirements for Accessibility. In order to be eligible for award, Offeror must either:

A. Verify in the Lease proposal that the Building in which Space is offered meets the Lease accessibility requirements, or

B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with Lease accessibility requirements will be completed prior to acceptance of the Space.

2.05 FIRE PROTECTION AND LIFE SAFETY (JUN 2012)

The Lease contemplated by this RLP contains Building requirements for Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System. In order to be eligible for award, Offeror must either:

A. Verify in the Lease proposal that the Building in which Space is offered meets the Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System requirements of the Lease.

B. Include as a specific obligation in its Lease proposal that improvements to bring the Building into compliance with the Lease requirements will be completed prior to acceptance of the Space.

2.06 SECURITY (JUN 2012)

The Lease contemplated by this RLP contains Building requirements and other obligations relating to Security. See the attachments to the Lease titled "Security Requirements" and "Security Unit Price List." The Government determines security levels, requirements and standards for facilities and agency Spaces based upon tenant agency mix, use of the Space, size of Space, number of employees, location of the facility, configuration of the site and lot, and public access into and around the facility.

To be eligible for award, the Offeror must provide a Pre-Lease Building Security Plan with its offer that addresses its compliance with the Lease Security Requirements.

The Security Unit Price List includes various improvements, services and permissions by the Lessor and the Government. Each item is classified as part of the shell or tenant improvements or Building-specific security. Offeror shall complete the form and submit it as part of its offer. There shall be no charge to the Government for any items that already exist in the offered Building or facility.

2.07 ENERGY INDEPENDENCE AND SECURITY ACT (SEPT 2011)

A. The Energy Independence and Security Act (EISA) establishes requirements for Government Leases relating to energy efficiency standards and potential cost effective energy efficiency and conservation improvements.

B. Unless one of the statutory exceptions listed in sub-paragraph C below applies, GSA may award a Lease for a Building only if the Building has earned the ENERGY STAR® label conferred by the U.S. Environmental Protection Agency (EPA) within the most recent year prior to the due date for final proposal revisions. The term "most recent year" means that the date of award of the ENERGY STAR® label by EPA must not be more than 1 year prior to the due date of final proposal revisions. For example, an ENERGY STAR® label awarded by EPA on October 1, 2010, is valid for all Lease procurements where final proposal revisions are due on or before September 30, 2011. In lieu of the above, all new Buildings being specifically constructed for the Government must achieve an ENERGY STAR® label within 18 months after occupancy by the Government. In addition, Offerors of the following Buildings shall also have up to 18 months after occupancy by the Government, or as soon thereafter as the Building is eligible for Energy Star consideration, to achieve an Energy Star label: 1) All existing Buildings that have had an Energy Star label but are unable to obtain a label in the most recent year (i.e., within 12 months prior to the due date for final proposal revisions) because of

insufficient occupancy; 2) Newly built Buildings that have used Energy Star's Target Finder tool and either achieved a "Designed to Earn the Energy Star" certification or received an unofficial score (in strict adherence to Target Finder's usage instructions, including the use of required energy modeling) of 75 or higher prior to the due date for final proposal revisions and who are unable to obtain a label in the most recent year because of insufficient occupancy; 3) An existing Building that is unable to obtain a label because of insufficient occupancy but that can produce an indication, through the use of energy modeling or past utility and occupancy data input into Energy Star's Portfolio Manager tool or Target Finder, that it can receive an unofficial score of 75 or higher using all other requirements of Target Finder or Portfolio Manager, except for actual data from the most recent year. ENERGY STAR tools and resources can be found at WWW.ENERGYSTAR.GOV.

C. EISA allows a Federal agency to Space in a Building that does not have an ENERGY STAR® Label if:

1. No Space is offered in a Building with an ENERGY STAR® Label that meets RLP requirements, including locational needs;
2. The agency will remain in a Building it currently occupies;
3. The Lease will be in a Building of historical, architectural, or cultural significance listed or eligible to be listed on the National Register of Historic Places; or
4. The Lease is for 10,000 RSF or less.

D. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, Offerors are required to include in their Lease proposal an agreement to renovate the Building for all energy efficiency and conservation improvements that it has determined would be cost effective over the Firm Term of the Lease, if any, prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease). Such improvements may consist of, but are not limited to, the following:

1. Heating, Ventilating, and Air Conditioning (HVAC) upgrades, including boilers, chillers, and Building Automation System (BAS)/Monitoring/Control System (EMCS).
2. Lighting Improvements.
3. Building Envelope Modifications.

Note: Additional information can be found on <http://www.gsa.gov/leasing> under "Green Leasing."

E. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of Building improvements that achieve cost savings over the Firm Term of the Lease sufficient to pay the incremental additional costs of making the Building improvements.

F. Instructions for obtaining an ENERGY STAR® Label are provided at <http://www.energystar.gov/eslabel> (use "Portfolio Manager" to apply). ENERGY STAR® tools and resources can be found at www.energystar.gov. The ENERGY STAR® Building Upgrade Manual (<http://www.energystar.gov/>) and Building Upgrade Value Calculator (<http://www.energystar.gov/financialevaulation>) are tools which can be useful in considering energy efficiency and conservation improvements to Buildings.

G. If one or more of the statutory exceptions applies, and the offered Space is not in a Building that has earned the ENERGY STAR® Label within one year prior to the due date for final proposal revisions, the successful Offeror will be excused from performing any agreed-to energy efficiency and conservation renovations if it obtains the Energy Star Label prior to the Government's acceptance of the Space (or not later than one year after the Lease Award Date for succeeding and superseding Leases).

H. If no improvements are proposed, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools why no energy efficiency and conservation improvements are cost effective. If such explanation is unreasonable, the offer may be rejected.

I. All new Buildings being specifically constructed for the Government must achieve the ENERGY STAR® Label within 18 months after occupancy by the Government.

SECTION 3 HOW TO OFFER

3.01 GENERAL INSTRUCTIONS (JUN 2012)

Offeror shall prepare a complete offer, using the forms provided with this RLP, and submit the completed Lease proposal package to the Government as indicated below.

ACTION REQUIRED: ENTER APPROPRIATE INFORMATION BELOW, INCLUDING TIME AND TIME ZONE

3.02 RECEIPT OF LEASE PROPOSALS (SEPT 2011)

A. Offeror is authorized to transmit its Lease proposal as an attachment to an email. Offeror's email shall include the name, address and telephone number of the Offeror, and identify the name and title of the individual signing on behalf of the Offeror. Offeror's signed Lease proposal must be saved in a generally accessible format (such as portable document format (pdf)), which displays a visible image of all original document signatures, and must be transmitted as an attachment to the email. Only emails transmitted to, and received at, the GSA email address identified in the request for Lease proposals will be accepted. Offeror submitting a Lease proposal by email shall retain in its possession, and make available upon GSA's request, its original signed proposal. Offeror choosing not to submit its proposal via email may still submit its Lease proposal by United States mail or other express delivery service of Offeror's choosing.

B. In order to be considered for award, offers conforming to the requirements of the RLP shall be received in one of the following ways:

1. No later than **[time] [time zone]** on the following date at the following designated office and address:

Date:

Office:

Address:

2. No later than **[time] [time zone]** on the following date at the following email address:

Date:

Email Address:

C. Offers sent by United States mail or hand delivered (including delivery by commercial carrier) shall be deemed late if delivered to the address of the office designated for receipt of offers after the date and time established for receipt of offers.

D. Offers transmitted through email shall be deemed late if received at the designated email address after the date and time established for receipt of offers unless it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

E. Offers delivered through any means authorized by the RLP may be also deemed timely if there is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or if it was the only proposal received.

F. There will be no public opening of offers, and all offers will be confidential until the Lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure.

3.03 PRICING TERMS (SUCCEEDING) (JUN 2012)

Offeror shall provide the pricing information with its offer:

A. GSA Form 1364-S, Proposal to Lease Space. Complete all sections of the 1364-S, including, but not limited to:

1. A fully serviced Lease rate per ABOA and RSF, clearly itemizing the total Building shell rental, and TI rate, Building specific amortized security rate, operating costs, and parking (itemizing all costs of parking above base local code requirements, or otherwise already included in shell rent).

2. Improvements. All improvements in the base Building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. The Building shell rental rate shall also include, but is not limited to, property financing (exclusive of TIs), insurance, taxes, management, profit, etc., for the Building. The Building shell rental rate shall also include all basic Building systems and common area buildout, including base Building lobbies, common areas, core areas, etc., exclusive of the ABOA Space offered as required in this RLP.

3. The annual cost per ABOA and rentable square foot (RSF) for the cost of services and utilities.

ACTION REQUIRED: DELETE SUB-PARAGRAPH THAT REFERS TO GSA FORM 1217 IF NOT A REQUIRED SUBMITTAL

This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the Building size (shown on the top of both GSA Form 1364-S, Proposal to Lease Space, and Form 1217) for ABOA and RSF, respectively.

4. The annual rental rate per ABOA and RSF to amortize Tenant Improvements. This shall be all alterations as described and defined in the RLP and Lease for the Space above the Building shell and Building specific amortized security (BSS) improvements. Such amortization shall be expressed as a rate per ABOA and RSF per year
5. The annual rental rate to amortize the building specific amortized security, if any. Such amortization shall be expressed as a rate per ABOA and RSF per year. Refer to the Lease security standards in the Lease and the Building Security Unit Cost List.
6. A fully serviced Lease rate per ABOA and RSF for that portion of the Lease term extending beyond the Firm Term. The rate proposed for this portion of the term shall not reflect any TIs as they will have been fully amortized over the Firm Term.
7. An hourly overtime rate for overtime use of heating and cooling, and annual rate for areas requiring 24/7 HVAC. **NOTE:** Refer to the Lease document for additional guidance.
8. Adjustment for Vacant Leased Premises. **NOTE:** Refer to the Lease document for additional guidance.
9. Rent concessions being offered either on the GSA Form 1364-S Proposal to Lease Space or in separate correspondence.

OPTIONAL SUB-PARAGRAPH

ACTION REQUIRED: THE 1217 IS NOT REQUIRED AS A SUBMITTAL. DELETE SUB-PARAGRAPH B, BELOW, IF YOU ARE NOT REQUIRING 1217 AS A SUBMITTAL. HOWEVER, IF THE OFFEROR IS PROPOSING OPERATING COST RATES THAT ARE SUBSTANTIALLY HIGHER THAN THE RESPECTIVE RATES IN THE CURRENT LEASE, THE CONTRACTING OFFICER SHOULD REQUIRE THE OFFEROR TO SUBMIT THE FORM 1217 SUPPORTING THE INCREASED RATES.

B. Completed form 1217 Lessor's Annual Cost Statement. Compensation (expressed as either % or \$) to Offeror's broker and/or representative arising from an agreement between the Offeror and the Offeror's representative, agent(s), broker(s), property manager, developer, employee, or any other agent or representative in connection with the Lease contemplated hererin shall be entered in block 31(a), and if GSA is using a Tenant Representative Broker, compensation (expressed as either % or \$) to GSA's Broker reflecting the agreement between Offeror and GSA's Broker, shall be entered in block 31(b).

C. Building Security Unit Price List.

D. GSA Form 3518, Representations and Certifications. **NOTE:** This must be completed and signed by the Owner, not a representative.

ACTION REQUIRED: THE 1217 IS NOT REQUIRED AS A SUBMITTAL. FOR NBC PROJECTS, E-LEASE CONTAINS A TEMPLATE FOR THE BROKER COMMISSION AGREEMENT. THIS TEMPLATE MUST BE INCLUDED AS AN RLP ATTACHMENT, AND BE INCLUDED WITH THE DOCUMENTS THAT COMPRISE AN OFFEROR'S INITIAL OFFER.

E. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA Form 1217.

3.04 ADDITIONAL SUBMITTALS (SUCCEEDING) (JUN 2012)

Offeror shall also submit with its offer the information concerning and supporting documentation of the following:

A. GSA Form 3518, Representations and Certifications. Note: This information applies to the status of the Ownership entity and not the authorized representative completing the form.

NOTE: AGREEMENTS SUCH AS GROUND LEASES OR THOSE TO ACQUIRE AN INTEREST IN THE PROPERTY SHOULD BE REVIEWED BY REGIONAL COUNSEL

B. Evidence of ownership or control of site.

C. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at [HTTP://WWW.ACQUISITION.GOV](http://www.acquisition.gov)) prior to final proposal revisions.

D. The Offeror must submit the Fire Protection and Life Safety (FPLS) Information in sub-paragraphs a. through d. unless the Building meets either exemption 2 or 3 below.

1. FPLS Submittal Information

- a. Completed GSA Form 12000, Pre-Lease Fire Protection and Life Safety Evaluation for an Office Building (Part A or PART B, as applicable).
 - b. A copy of the previous year's fire alarm system maintenance record showing compliance with the requirements in NFPA 72 (if a system is installed in the Building).
 - c. A copy of the previous year's automatic fire sprinkler system maintenance record showing compliance with the requirements in NFPA 25 (if a system is installed in the Building).
 - d. A valid Building Certificate of Occupancy (C of O) issued by the local jurisdiction. If the Building C of O is not available or the local jurisdiction does not issue a Building C of O, a report prepared by a licensed fire protection engineer with their assessment of the offered Space regarding compliance with all applicable local Fire Protection and Life Safety -related codes and ordinances.
2. If the Space offered is 10,000 ABOA square feet or less in area and is located on the 1st floor of the Building, Offeror is not required to submit to GSA the Fire Protection and Life Safety (FPLS) Submittal Information listed in sub-paragraph 1 above.
 3. If the Offeror provides a Building Certificate of Occupancy obtained under any edition of the IBC, and the offered Space meets or will meet all the requirements of the Lease with regard to Means of Egress, Automatic Fire Sprinkler System, and Fire Alarm System prior to occupancy, then the Offeror is not required to submit to GSA the FPLS Submittal Information listed in sub-paragraph 1 above.

E. A copy of pre-lease Building security plan addressing offer compliance with Lease security standards found in the Lease.

F. The legal description of the Property and tax ID number associated with the Property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered Building, and any other information that may affect the assessed value, in order for the Government to perform a complete and adequate analysis of the offered Property. The Offeror is to provide a detailed overview and documentation of any Tax Abatements on the Property as outlined in Real Estate Tax Adjustment" paragraph of the Lease.

G. An asbestos management plan, if the offered Building contains asbestos-containing materials.

H. First generation plans, scaled at 1/8" - 1'-0" (preferred) of the entire floor or floors for which Space is being offered and a plan of the floor of exit discharge.

1. All plans submitted for consideration shall include the locations of all exit stairs, elevators, and the Space(s) being offered to the Government. In addition, where Building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided.
2. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered Space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the Space shall be accurately shown.
3. Photostatic copies are not acceptable. All architectural features of the Space shall be accurately shown. If conversion or renovation of the Building is planned, alterations to meet this RLP shall be indicated
4. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits. If the offered Space is above the first floor (or floor exiting at grade), provide plans for the first floor (or floor at grade) also.
5. GSA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, GSA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential Building elements. The Offeror will be advised of any adjustments that are required to the corridors for determining the ABOA Space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's Space may differ from the corridors used in determining the ABOA square footage for the Lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ABOA square footage that the most efficient corridor pattern would have yielded.

I. As provided in the "Amount and Type of Space and Lease Term" paragraph in the RLP, advise whether there are existing vending facilities in the offered Building which have exclusive rights in the Building.

MANDATORY SUB-PARAGRAPH:

J. No later than the due date for final proposal revisions, the Offeror must submit to the LCO:

MANDATORY SUB-PARAGRAPH:

1. Evidence of an Energy Star® label obtained within the 12 months prior to the due date of final proposal revisions,
2. Offerors falling under a statutory exception must also indicate by the due date for final proposal revisions what cost effective energy efficiency and conservation improvements they are proposing to make.
3. If no cost-effective improvements can be made, the Offeror must demonstrate to the Government using the ENERGY STAR® Online Tools referenced in the RLP paragraph, entitled "ENERGY INDEPENDENCE AND SECURITY ACT," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the LCO. If the explanation is considered unreasonable, the offer may be considered technically unacceptable,
4. If the offeror is claiming eligibility for additional time to obtain the Energy Star® label per sub-paragraph B of the RLP paragraph entitled "Energy Independence and Security Act," then the Offeror shall provide such indication with its initial offer and also must provide by the due date for final proposal revisions evidence substantiating their claim for additional time to obtain the Energy Star® label and substantiating their capability of earning the Energy Star®.

K. If the Offeror requests any deviations, all deviations must be documented on Form 1364-S in block labeled "Additional Remarks or Conditions with Respect to this Offer". GSA at its sole discretion will make the decision whether or not to accept the deviation. Any deviations must be requested prior to the request for final proposal revisions. If the Offeror requests any deviations, GSA at its sole discretion will make the decision whether to accept the deviation.

L. Evidence of seismic safety compliance as required in Section 2 of this RLP

3.05 TENANT IMPROVEMENTS INCLUDED IN OFFER (SUCCEEDING) (APR 2011)

ACTION REQUIRED: LCO SHOULD CHECK APPROPRIATE BOXES AND INCLUDE ATTACHMENT AS NEEDED.

The TIs for this requirement shall consist of the following:

- Repainting of the leased Premises in accordance with the "Painting — TI" paragraph in Section 5 of the Lease.
- Re-carpeting of the leased Premises in accordance with the "Floor Coverings and Perimeters (Succeeding)" paragraph in Section 5 of the Lease.
- Other—See attached Scope of Work.

All TIs required by the Government for occupancy shall be performed by the successful Offeror as part of the rental consideration, and all improvements shall meet the quality standards and requirements of this RLP package and its attachments.

ACTION REQUIRED: USE THIS PARAGRAPH FOR FULLY-SERVICED LEASES (THE PREFERRED METHOD), AND DELETE THE PARAGRAPH THAT FOLLOWS. IF YOU USE THIS PARAGRAPH AND DELETE THE PARAGRAPH THAT FOLLOWS, ALSO DELETE THE PARAGRAPH "UTILITIES SEPARATE FROM RENTAL" IN THE LEASE.

3.06 OPERATING COSTS REQUIREMENTS INCLUDED IN OFFER (JUN 2012)

The Government requires a fully serviced Lease as part of the rental consideration. The base for the operating costs adjustment will be established during negotiations based upon rentable SF. The proposed methodology for operating costs adjustment shall include all items specified in the attached Lease document. The minimum requirements for normal hours, utilities, and janitorial services are specified in the attached Lease document. The offer shall clearly state whether the rental is firm throughout the term of the Lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified in the proposal.

ACTION REQUIRED: USE THIS PARAGRAPH IF THE SPACE IS NOT FULLY SERVICED (NET OF UTILITIES) AND DELETE THE PRECEDING PARAGRAPH. IF YOU USE THIS PARAGRAPH AND DELETE THE PRECEDING PARAGRAPH, ALSO DELETE THE "UTILITIES" PARAGRAPH IN THE LEASE.

3.07 UTILITIES SEPARATE FROM RENTAL / BUILDING OPERATING PLAN (JUN 2012)

The Offeror shall specify which utilities, if any, are excluded from the rental consideration. If any such utilities are excluded, the Offeror shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy intensive Building systems can operate under the control conditions stated in the Lease. The statement shall also identify all Building systems that do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, "Energy Efficient Design of New Buildings Except Low Rise Residential Buildings," or more restrictive state and local codes.

The Offeror shall submit a Building operating plan with the offer. Such plan shall include a schedule of startup and shutdown times for operation of each Building system, such as lighting, HVAC, and plumbing. Such plan shall be in effect on the Lease Term Commencement Date.

SECTION 4 METHOD OF AWARD

4.01 NEGOTIATIONS (SUCCEEDING) (JUN 2012)

Negotiations may be conducted on behalf of the Government by the GSA LCO or designated representative. When negotiations are conducted, GSA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary. The Offeror shall not enter into negotiations concerning the Space leased or to be leased with representatives of federal agencies other than the LCO or their designee.

4.02 AWARD (JUN 2012)

A. To document the agreement between the parties, the successful Offeror and the GSA LCO will execute a Lease prepared by GSA, which incorporates the agreement of the parties. The Lease shall consist of the following:

1. Lease No. GS-~~XXX-XXXXX~~ and any associated Lease amendments.
2. GSA Form 3517B, General Clauses.
3. GSA Form 3518, Representations and Certifications for Acquisitions of Leasehold Interests in Real Property.
4. The pertinent provisions of the offer.
5. Floor plans of the offered Space.

B. The acceptance of the offer and award of the Lease by the Government occurs upon execution of the Lease by the LCO and mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror.

INCLUDE ADDITIONAL RLP REQUIREMENTS, MODIFIED PARAGRAPH NUMBERS, OR ADDITIONAL INFORMATION IN SECTION 5, BELOW.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS
